



Office of Purchasing and Supply Services
Facilities Administration Building
13300 Old Marlboro Pike, Room 20
Upper Marlboro, MD 20772
301-952-6560 Fax: 301-952-6605

Robert Johnson, Esq. Director

NOTICE OF CONTRACT AWARD

July 25, 2017

Urban Francis LLC
PO Box 72789
Baltimore, Maryland 21237
Ph: 410-682-3900
Fax: 410-682-3225

Buyer: Dariya Jackson
Ph: 301.952.6726
Fax: 301.952.6605
Email: Dariya.Jackson@pgcps.org

Re: RFQ 91880 – Deliver and Install New Generators at Forest Heights ES and Martin Luther King MS

Urban Francis, LLC has been selected as the vendor to provide services in accordance with the above-mentioned generators for Forest Heights ES and Martin Luther King MS. This contract sets-forth the terms and conditions and is provided for your review and acceptance. Any changes or additions made by your company must first be accepted by the Purchasing Division before the contract is valid.

The intent of this contract is to provide the Board with an expedited means of procuring supplies and/or services at the lowest cost. This contract is for the convenience of the Board and is considered by Purchasing Department to be a "Non-Exclusive" use contract. The Board does not guarantee any usage. The Board will not be held to purchase any particular Brand, in any groups, prices or discount ranges, but reserves the right to purchase any item/items listed in the price schedule submitted.

Until the contract is signed by Urban Francis, LLC and the BOARD, authorization for commence to service sites on behalf of the contract is forbidden. Please sign below and return all documents to the PURCHASING OFFICE within Ten (10) business days. Failure to sign the contract award and return all required documents within the specified time, shall rule your offer null and void and, therefore, award shall be made to the next low responsive bidder.

INITIAL CONTRACT TERM

The initial term of the contract will be for one (1) year, Prices shall remain firm for the entire first term of the contract. All prices must be submitted per F.O.B. destination only unless otherwise specified herein.

OPTION TO RENEW CONTRACT

Upon satisfactory service and by mutual agreement the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY reserves the right to renew the contract. The term of renewal shall not exceed two (2) additional one (1) year periods.

CONTRACT AWARD ESTIMATED AMOUNT

The estimated amount of award is:

\$111,000.00

THIS NOTICE OF AWARD IS NOT AN ORDER TO COMMENCE SERVICE/WORK OR TO MAKE DELIVERIES at this time. Commence service/work/deliveries only after receipt of a purchase order(s) signed by the Purchasing Agent.

ALL PURCHASE ORDERS placed throughout the terms of the contract will require delivery/service in accordance with the offered time(s).

PERFORMANCE/PAYMENT BOND

The successful Respondents **may be required** submit a performance and payment bond, Cashier's or Certified Check in the amount of one hundred percent (100%) as determined by the BOARD, of all phases of the contract to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that exceed \$100K. (Comar 21.06.07.03) The Board reserves the right to request performance bond for amount under or over \$1000.00. The performance bond shall be submitted with the return of the signed contract award **WITHIN TEN (10) BUSINESS DAYS**.

The bond, cashiers or certified check must be made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983**.

CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE

It is the responsibility of the Consultant to make certain that its employees, agents, volunteers, and contractors who have contact with students be fingerprinted and have a background check in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code.

A. Employees Having Direct Contact with Students:

Any and all current and future employees of Consultant/Contractors who may have direct contact with students must have a criminal background check and fingerprinting conducted by the Finger Printing Office of the Board before 14 days before beginning work. Previous background checks will not be accepted. The fee for the background check shall be paid by the Consultant/Contractors by check or money order at the time the fingerprinting is performed. No employee can begin work in a PGCPSS Schools until results have been received. Violation of this provision may result in Termination for Cause.

B. Employees Do Not Have Direct Contact With Students:

Employees of Consultant/Contractor who will be placed in a PGCPSS Schools but will not have direct contact with students must have on record a Criminal Justice Information Service (CJIS) and NCIC background checks. Copies of the background checks must be forwarded to the Contract Officer before services can commence. Every two years the Consultant shall submit copies of background checks to the Contract Officer. Should any employee be flagged during the term of this agreement, the Consultant shall contact the Contract Officer within 24 hours of notification. Violation of this provision may result in Termination for Cause.

C. Employment of Child Sex Offenders:

The Consultant/Contractor shall at all times be compliant with the Criminal Procedure Article of Annotated Code of Maryland Section 11-722 that states that a person who enters a contract with a County Board of Education or a nonpublic school may not knowingly employ an individual to work at a school if the individual is a registered child sex offender. If a registered child sex offender is employed by the Consultant/Contractor, the Consultant/Contractor is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any The Board property. Violation of this provision may result in Termination for Cause.

LIQUIDATED DAMAGES/FAILURE TO PERFORM WORK

The successful Awardee accepts this contract with the understanding that should they fail to complete the work in an acceptable manner and in the time stated, shall be subject to the payment of liquidated damages as stated in the solicitation

INSURANCE

A Certificate of Insurance, made in favor of the Board of Education of Prince George's County, Upper Marlboro, Maryland 20772-9983, must be submitted to the PURCHASING OFFICE with the returned signed NOTICE OF AWARD within ten (10) business days. The certificate should reference the Solicitation Number as shown herein. It will be the responsibility of the contractor to ensure that a current Certificate of Insurance is on file in the Purchasing Office during the entire period of the contract.

This notice of award, plus the solicitation and any pertinent documents will constitute the entire contract after acceptance by your firm and the BOARD.

ACCEPTED BY:

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:

[Redacted Signature]

7/27/17

[Redacted Signature]

8/15/17

SIGNATURE

DATE

SIGNATURE

DATE

MARK P. FRANCIS

NAME

Robert Johnson, Esq.

NAME:

PRESIDENT

TITLE

~~Asst.~~ Director, Purchasing & Supply Services

TITLE

CONTRACT PRICING

Deliver and Install New Generators at Forest Heights ES and Martin Luther King MS

Urban Francis, ES

	Forest Heights ES	Martin Luther King MS
Disconnect and Dispose of Existing Generator	N/A	N/A
Furnish and Install New Generator	\$44,000.00	\$55,000.00
Proposed: Brand, Model & Model #	Kohler 60 REOZK	Generac SD 130
Warranty Information	2 year	2 year
Disconnect and Dispose of Automatic Transfer	N/A	N/A
Furnish and Install New Transfer Switch	\$5,000.00	\$5,000.00
Proposed: Brand, Model & Model #	Kohler Model KSS-ACTA-02005	Generac GTS020W-3G2LDNCY
Warranty Information	2 year	2 year
Disconnect and Dispose of Existing Battery Charger	N/A	N/A
Furnish and Install New Battery Charger	\$1,000.00	\$1,000.00
Proposed: Brand, Model & Model #	Kohler	Generac
Warranty Information	2 year	2 year
Total Price Per Location	\$50,000.00	\$61,000.00
Total of All Locations		\$111,000.00